

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DANIEL O'NEIL WILLIS		01/15/2015	INDIVIDUAL: UNITED STATES
AVIONEX, LLC		01/15/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
CYNERGI SYSTEMS, LLC		01/15/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMPORIUM, INC.		
<b>Street Address:</b>	330 EAST BLACK STREET		
<b>City:</b>	ROCK HILL		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29730		
<b>Entity Type:</b>	CORPORATION: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4175190	KIDGOPHER	
<b>Registration Number:</b>	3973993	LIFEVUE	
<b>Registration Number:</b>	3973992	HYPERSIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8437222266		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	843-722-3366		
<b>Email:</b>	CHSIP@HSBLAWFIRM.COM		
<b>Correspondent Name:</b>	RICHARD A. BRISBIN		
<b>Address Line 1:</b>	134 MEETING STREET		
<b>Address Line 4:</b>	CHARLESTON, SOUTH CAROLINA 29401		
<b>ATTORNEY DOCKET NUMBER:</b>	32562-0007		
<b>NAME OF SUBMITTER:</b>	Richard A. Brisbin		
<b>SIGNATURE:</b>	/RICHARD A. BRISBIN/		

CH \$90.00 4175190

<b>DATE SIGNED:</b>	01/16/2015
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**Total Attachments: 3**

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## MEMORANDUM OF INTELLECTUAL PROPERTY SECURITY INTEREST

*THIS MEMORANDUM OF INTELLECTUAL PROPERTY SECURITY INTEREST* (this "*Memorandum*") is made effective as of January 15, 2015 (the "*Effective Date*"), by COMPORIUM, INC., a South Carolina corporation.

### RECITALS

WHEREAS, Comporium has agreed to make advances of money and to extend certain financial accommodations to AVIONEX, LLC a South Carolina limited liability company ("*Avionex*") pursuant to that certain Thirteenth Amended Note and Loan Agreement dated January 12, 2015 (the "*Loan Agreement*") and DANIEL O. WILLIS, JR. a resident of South Carolina ("*Willis*") has personally guaranteed the Loan; and

WHEREAS, Comporium has agreed, pursuant to that certain Letter Agreement dated September 9, 2014 (the "*Letter Agreement*"), to convert the outstanding balance of the Loan together with the accrued but unpaid interest thereon, into an equity interest in Avionex and to contribute additional cash into Avionex in an amount equal to \$2.5 million less the outstanding principal balance of the Loan; and

WHEREAS, Willis has agreed, pursuant to the Letter Agreement, to contribute into Avionex the intellectual property as set forth in Exhibit A attached hereto and incorporated herein (the "*Intellectual Property*") and to assign to Avionex the contract rights to any and all contracts that involve the Intellectual Property (such assignment, however, to be contingent upon Avionex's agreeing to assume all of the assignor's obligations in such contracts); and

WHEREAS, in accordance with the terms and conditions of this Memorandum and to effectuate the intent of the parties with respect to the Letter Agreement and the Loan Agreement, Comporium hereby retains a continuing security interest in and to the Intellectual Property that shall cause the entire right, title and interest in and to the Intellectual Property to be assigned by Willis and/or Avionex to Comporium in the event that Willis and Avionex default on their obligations under the Letter Agreement or the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete assignment of the Intellectual Property when due of Willis' and Avionex's obligations under the Letter Agreement and the Loan Agreement, Willis, Avionex and Comporium agree as follows:

Grant of Continuing Security Interest. As collateral security for fulfilling the closing obligations of Willis and Avionex under the Letter Agreement and Loan Agreement and their prompt and complete performance of present or future obligations under such Letter Agreement and Loan Agreement, Willis and Avionex have, upon the occurrence of an Event of Default (defined herein), granted a continuing security interest to Comporium in the entire right, title and interest in and to the Intellectual Property (hereafter, collectively the "Intellectual Property Collateral").

Authorization and Request. Comporium authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Memorandum or copies thereof.

Event of Default. The occurrence of an Event of Default under the Letter Agreement shall constitute an Event of Default under this Memorandum.

Remedies. Upon the occurrence and during the continuance of an Event of Default, Comporium shall have all of the rights and remedies available to it under the Letter Agreement and the Loan Agreement and, further, shall have the right to exercise all the remedies of a secured party under South Carolina law or in equity.

IN WITNESS WHEREOF, this Memorandum has been duly executed under due authorization on the Effective Date first set forth above.

COMPORIUM, INC.

By: Daniel R. Robertson  
Name: Daniel R. Robertson  
Title: Exec. Vice President, CFO &  
Treasurer

**EXHIBIT A**  
**To the Memorandum of Intellectual Property Security Interest**

This Exhibit A shall be attached and made part of the Letter Agreement and Loan Agreement (as such terms are defined in the Memorandum).

**A. Copyrights / Software.** Including but not limited to the following:

1. Hypersign;
2. Hypersign Alert;
3. Hypersign Room;
4. Hypersign Metrixx (formerly known as Hypersign KPI);
5. LifeVue
6. KidGopher; and
7. KidGopher Transit.

The above-identified software, systems, and products shall include all source code, object code, machine code, executable code, documentation, licenses, software agreements, and other Intellectual Property (as defined in the Assignment) arising therefrom regardless of any product name by which the software, systems, or products have ever been identified or will in the future be identified.

**B. Agreements.**

Customer Software Development Agreement (including all addendums, statements of work, and exhibits attached thereto) dated August 1, 2010 between Cynergi Systems, LLC and Richland School District Two.

**C. Trademarks:**

Mark Registration / Application

Reg. No. 4175190  
Reg. No. 3973993  
Reg. No. 3973992  
No Registration  
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